

A. G. Contract No. KR92-0214-TRN
ECS File: JPA-92-21
TRACS No.: H 2058-01C
Project: Squaw Peak Hwy. (SR 51)
Section: Northern Avenue T.I.
Bikeway (Design)

62113
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into 13 June, 1992,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF PHOENIX, acting by and through its City Council (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 and provisions in the City Charter, Chapter 2,
Section 2 to enter into this agreement and has by resolution, a
copy of which is attached hereto and made a part hereof,
resolved to enter into this agreement and has authorized the
undersigned to execute this agreement on behalf of the City.

3. Incident to the construction of the Squaw Peak Highway
(SR 51), Northern Avenue to Shea Boulevard, the City has
requested and the State has agreed, to design a bicycle path
with a bridge crossing Ramp-A at the Northern Avenue T.I.,
hereinafter referred to as the "Project", estimated at \$52,379,
at City's expense.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>16595</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>05/13/92</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Wing V. Greenewold</u>

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this agreement, invoice the City for the estimated design costs of \$52,379. Upon completion of the Project, provide a detailed accounting for the Project and submit it to the City with an invoice or reimbursement of actual costs incurred.

b. Hire a consultant to provide design plans, specifications, cost estimates and such other documents and services necessary for bidding and construction. Provide the City plans for review at the 60% and 95% level of completion, and incorporate the City's review comments.

2. The City will:

a. Upon execution of this agreement and approval of an invoice, reimburse the State for the estimated cost of the design, estimated at \$52,379, within thirty (30) days after receipt.

b. Prepare a detailed scope of work, design standards, Project goals and parameters for the State's consultant. Coordinate with the consultant and determine and approve the precise route. Review the design documents and provide comments as appropriate.

c. Coordinate with the public, all required public or committee involvement in the Project.

d. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursement of actual costs; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party. However, any costs expended by the State for the City's portion of the Project prior to cancellation shall be reimbursed upon receipt of an invoice.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
Mail Drop 616E/Room 222E
205 South 17 Avenue
Phoenix, AZ 85007


City of Phoenix
City Manager
251 W. Washington Street
Phoenix, AZ 85003

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks
City Manager

STATE OF ARIZONA
Department of Transportation

By 
JAMES H. MATTESON, P.E.
Street Transportation Director

By 
ROBERT P. MICKELSON, P.E.
Deputy State Engineer

Attest:


By 
City Clerk

4308j
09MAR92

RESOLUTION

BE IT RESOLVED on this 30th day of January 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of defining construction and maintenance responsibilities of a bicycle path with bridge crossing at the Northern Avenue T.I.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

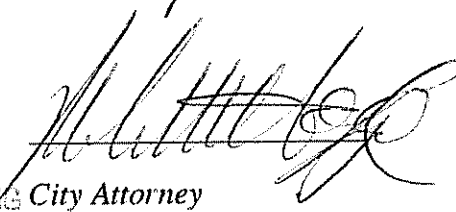

for CHARLES E. COWAN, Director
Arizona Department of
Transportation

JPA 92-21

APPROVAL OF THE PHOENIX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF PHOENIX, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona and the City Charter.

DATED this 2th day of April, 1992.


ACTIVE City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON. PHOENIX 85007

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

May 5, 1992

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-0214-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 5th day of May, 1992.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ls
7333G/63

CITY OF PHOENIX, ARIZONA
REQUEST FOR COUNCIL ACTION

Complete this form per O.P. 1 906 and A.R. 4.11.

ACTION REQUESTED Formal Action: Bid Award ☐ License Application ☐ Other ☒
Ordinance ☐ Resolution ☐ Emergency Clause? ☐ (Y/N)

PREPARED BY Name: Dan Matthews Phone: 26871 W.P. Doc. No. 1156P
Backup Material being sent under separate cover? (Y/N) N

RECOMMENDED BY Department Name: Street Transportation Department
Date Prepared: April 1, 1992 Div. Approval: J. Donald Herp, P.E.
Req. Agenda Date: 4/22/92 Dept Approval: James H. Matteson, P.E.
If prepared for a different department:
Dept. Name/Approval: Street Transportation Department
James H. Matteson, P.E.

BID AWARD/ FORMAL ACTION Bid Bond Required? ☐ No Performance Bond Required? ☐ No
Submitted by Low Bidder? ☐ No Amount? \$
Contract Required? ☐ No Requisition No.
Contract Amendment? ☐ Current Contract No.
Approved by: Ord. FA on Date:

BUDGET INFORMATION \$52,379.00 (1992-93)
Source of Funds: Fre way Mitigation Fund (50%) - Bikeway Fund (50%)
Index Code(s): 893.54 920660
Subobject(s): 4702 4702
Availability of Funds Approval: Cecile Pettie

CITY MANAGER'S OFFICE

Approved by: Jack Tevlin 4/13/92 C.M. Control Number: 21

CITY CLERK DEPARTMENT

RECORDS SECTION File Number: F-2766 and F-3615 RCA Number: 7003

COUNCIL SUPPORT Item Number: 56 Agenda Date: 04/22/92

Ordinance Number: Resolution Number:

AGENDA ACTION This Item was: Approved

Contract Number (if applicable): 62113

Comments:

DISTRICT NOS. 3 AND 4
AGREEMENT WITH THE STATE OF
ARIZONA - SQUAW PEAK
HIGHWAY, NORTHERN AVENUE
T.I. BIKEWAY DESIGN

Request to authorize the City Manager to enter into an agreement with the State of Arizona through its Department of Transportation (ADOT). This agreement results in the State designing a bicycle path with a bridge crossing Ramp-A at the Northern Avenue Traffic Interchange on the Squaw Peak Highway.

The City will provide a detailed scope of work, design standards, project goals and parameters for the State's consultant. The City will also coordinate with the consultant and determine and approve the precise route, review the design documents and provide comments as appropriate, and coordinate with the public, all public or committee involvement in the Project.

The estimated cost to the City of Phoenix is \$52,379.00. The source of funds for this project will come from the Freeway Mitigation Fund (50%) and the Bikeway Fund (50%).

JHM:DPM:pm(1):1207P